

**CITY OF LODI
INFORMAL INFORMATIONAL MEETING
"SHIRTSLEEVE" SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, DECEMBER 12, 2000**

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, December 12, 2000, commencing at 7:04 a.m.

A. ROLL CALL

Present: Council Members – Hitchcock (arrived at 7:06 a.m.), Howard, Land, Pennino and Mayor Nakanishi

Absent: Council Members – None

Also Present: City Manager Flynn, City Attorney Hays and City Clerk Blackston

B. CITY COUNCIL CALENDAR UPDATE

City Clerk Blackston reviewed the weekly calendar (filed).

C. TOPIC(S)

C-1 "Presentation regarding the Regional Fire and Emergency Medical Services Dispatch Center"

Fire Chief Kenley noted that this matter was previously discussed with Council in August. The Fire Department completed a self-assessment study in June 1998, which included dispatch and fireground communications. Referencing a December 7, 2000 memorandum to the City Manager and City Council (filed), he pointed out that the bulleted items identify areas that need to be improved.

Chief Kenley reported that the Lodi Fire Department entered into discussions with the Stockton Regional Fire and Medical Dispatch Center in 1995-96. Delays have been due to pending contracts between Stockton Dispatch and American Medical Response (AMR), as well as 17 Fire Districts throughout San Joaquin County. Contracts for these agencies have now been completed. Currently, Lodi is the only fire agency in San Joaquin County that is not dispatched by the Stockton Dispatch Center.

Chief Kenley recommended participation in Stockton Dispatch, noting that it will result in quicker response of units and will provide a better level of service to the community. Stockton Fire Dispatchers are highly trained and dispatch strictly fire/medical emergencies, whereas Lodi uses Police Dispatchers who infrequently receive fire calls and are also responsible for the jail.

In response to Mayor Pro Tempore Pennino, Chief Kenley described the current process involved when 911 calls are received. He noted, however, that regardless of whether Stockton Dispatch is used, 911 calls will go through the Lodi Police Department. Presently, when a fire emergency call is received, the Police Department Dispatchers input the information into a Computer Aided Dispatch (CAD) system, which tells them which units to respond. They then activate a radio tone system allowing them to communicate through a loud speaker at the fire station to provide details of the fire emergency and its location. When calls for Emergency Medical Service (EMS) are received, Police Department Dispatchers enter the information into the CAD system and transfer the call to Stockton Dispatch for dispatch of AMR. A three-party call then ensues between the Lodi Police Dispatcher, the Stockton Dispatcher, and AMR.

Chief Kenley noted that benefits of using Stockton Dispatch include: 1) constant radio traffic between the dispatcher and the fire unit; and, 2) Lodi Fire apparatus will be dispatched simultaneously with AMR.

Police Chief Adams also spoke in support of participating with the Stockton Dispatch Center. He explained that the Police Dispatch Center is staffed with three dispatchers, one of which is responsible for the jail. When a call for a fire emergency is received it may tie up one dispatcher for an hour or more, leaving one remaining dispatcher for 7-8 Police Officers, 3-4 Motor Officers, a Sergeant, a Lieutenant, and a Partners Unit. He reported that to maintain fire dispatch in Lodi adequately, it would require five additional dispatchers, a great deal more equipment, and would still not solve the problem of Police Dispatchers having insufficient experience handling fire calls.

In reply to questions by Council Member Land, Chief Kenley reported that the contract between Lodi and Stockton Dispatch would be renewable annually for a year and could begin in April 2001. He pointed out that equipment in the basement of the Police Department will be replaced. If in the future, it were decided to cancel the contract and return to the previous method, the transition would be simple and inexpensive. Chief Kenley explained that Lodi has an automatic aid agreement with Woodbridge, which is now dispatched through the Stockton Dispatch Center. In reference to protocol for second and third alarm fires, Chief Kenley stated that there is a general recall of all off-duty personnel. Another benefit of using Stockton Dispatch is that every agency will consistently be using the same notification requirements.

In response to questions by Council Member Hitchcock, Chief Kenley reported that Stockton and Ripon are the only Fire Departments in the County who have paramedics on their units. Chief Kenley explained that the ongoing cost of \$5,000 is for a maintenance contract for the additional equipment that they are adding to their system.

In reply to questions by Mayor Pro Tempore Pennino, Chief Kenley stated that though the changeover to Stockton Dispatch was not budgeted, the Department can use savings derived from salaries and compensations for positions that have gone unfilled during 2000. He noted that six new Firefighters will be hired on January 15, 2001. Chief Kenley predicted that calls for service and medical aid will increase over time. He explained that "draw down time" is when units are called into service, which then negatively effects the Department's capability of dealing with a major fire. This is something that the Insurance Services Office considers when grading a Fire Department. As this "draw down time" risk increases, solutions may need to be considered, such as adding two person squads and equipment to respond strictly to medical aid calls.

D. COMMENTS BY THE PUBLIC ON NON-AGENDA ITEMS

None.

E. ADJOURNMENT

No action was taken by the City Council. The meeting was adjourned at 7:50 a.m.

ATTEST:

Susan J. Blackston
City Clerk

Mayor's & Council Member's Weekly Calendar

WEEK OF DECEMBER 12, 2000

Tuesday, December 12, 2000

7:00 a.m. Shirtsleeve Session
1. Presentation regarding the Regional Fire and Emergency Medical Services
 Dispatch Center

Wednesday, December 13, 2000

Thursday, December 14, 2000

Friday, December 15, 2000

Saturday, December 16, 2000

12:30 - 4:30 p.m. Nakanishi & Land. Loel Senior Center Annual Christmas Party, Grape Festival.

Sunday, December 17, 2000

Monday, December 18, 2000

1:00 - 3:00 p.m. City Employee Holiday Reception, City Hall - 2nd Floor Lobby





CITY OF LODI

FIRE DEPARTMENT



MEMORANDUM

DATE: December 7, 2000
TO: H. Dixon Flynn, City Manager
City Council Members
FROM: Scott W. Kenley, Fire Chief
SUBJECT: Participation in the Regional Fire Dispatch Center

On August 22, 2000, a presentation was made outlining the benefits of participating in the regional fire dispatch center. This was a result of the department self-assessment project completed in June 1998 in which an appraisal of our current dispatch center was conducted. This appraisal identified the following:

- During high traffic incidents such as well involved structure fires and multi-unit police incidents, the staffing of the dispatch center is strained to provide adequate management of both fire and police traffic.
- There is no dedicated fire dispatcher, all dispatchers are trained in all disciplines and routinely rotate between police dispatch, fire dispatch and jailer functions. A difference in police and fire dispatch protocols has caused confusion in radio communications.
- Failure to follow standard procedures for notification of off-duty chief officers, recall of off duty personnel and dispatching other agencies during multiple alarms have caused significant delays in amassing needed personnel and resources in the last year.
- The existing dispatch system would be unable to fully meet the demands of a large-scale disaster operation.

A plan statement was developed to address the above issues. This plan statement read as follows:

Evaluate, develop and implement a communications/dispatch system that adequately addresses the topics of: (1) Fire/EMD dispatchers; (2) facilities; (3) radio communications between police, fire and public works in major disaster operations; (4) management of police/fire communications functions; (5) training and familiarization of dispatchers with fire department practices and procedures; and, (6) weekly tests of the emergency call-back system.

Evaluate and make recommendations on alternative systems for the delivery of fire dispatch services.

Stockton Fire Department has offered to provide dispatching services to the City of Lodi through the Regional Fire and EMS Dispatch Center. This center is currently under contract to provide dispatching services to all fire agencies within the county with the exception of the City of Lodi.

A proposed contract is attached for review and consideration. The primary points of this contract are:

Payment for Services – A fee of \$ 10.00 per emergency dispatch and \$ 5.00 per non-emergency dispatch. Estimated cost to be \$ 35,000.00 annually.

Cost of Living Adjustment – A cost-of-living adjustment would be made yearly in accordance with the San Francisco-Oakland-San Jose annual percent change published by the United States Department of Labor.

Agreement Termination – This contract may be terminated by either party upon giving 1 year's notice with additional termination provisions for nonperformance.

Regardless of the participation in the Regional Fire and EMS Dispatch Center, the department needs to replace antiquated base radios and provide for a tactical channel. This is estimated to be \$ 50,000.00.

Participation in the Regional Fire and EMS Dispatch Center would require the acquisition of radio and alerting equipment with an estimated cost of \$ 45,000.00. There would be an on-going cost of approximately \$ 5,000.00 annually in addition to the contract cost.

I hope your review of this material is favorable and I request that you support the recommendation to participate in the Regional Fire and EMS Dispatch Center.



CITY OF STOCKTON

STOCKTON FIRE DEPARTMENT
CITY HALL
425 N. EL DORADO STREET
STOCKTON, CA 95202-1997

October 13, 2000

Lodi Fire Department
217 W Elm Street
Lodi, CA 95240

EMERGENCY DISPATCHING SERVICES AGREEMENT

Enclosed are two original contracts for the provision of Emergency Dispatch Services to your agency from the Regional Fire and Medical Dispatch Center, effective January 1, 2001.

The contracts were originally sent out last week, October 6, 2000. They are being resent because of some changes on page 3, item #6 INDEMNIFICATION, sections a & b. This may have changed the format in some of the contracts, therefore the entire contract is being sent at this time. However if you already have signatures, you may substitute the last page of the contract (page 5) it remained the same.

Sorry for any inconvenience this may have caused. If you should have any questions please contact Glen Robinson at (209) 937-8808.

GLEN ROBINSON
PROJECT MANAGER
GR:mtr

EMERGENCY DISPATCHING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into on January 1, 2001, by and between the CITY OF STOCKTON, a Municipal Corporation, hereinafter designated "CITY", and Lodi Fire Department, a Municipal Corporation, whose mailing address is 217 W Elm Street, Lodi, CA 95240, hereinafter designated "DISTRICT".

WITNESSETH:

WHEREAS, CITY desires to enter into an agreement with DISTRICT to provide emergency call receipt and dispatching services to DISTRICT through the Regional Fire and Emergency Medical Dispatch Center located at 110 West Sonora Street, Stockton, California.

NOW THEREFORE, in consideration of the promises and of the mutual covenants herein contained, the parties hereto expressly agree as follows:

1. SERVICE AND RESPONSIBILITIES:

a) CITY will provide emergency dispatching services to DISTRICT. Such services shall be provided at a level equivalent to that provided for similar incidents and occupancies within the incorporated area of the CITY. CITY shall be responsible for the operation and supervision of, and will provide plant facilities, personnel and common equipment necessary for the Regional Fire and Medical Dispatch Center on a 24-hour-per-day basis. Excluded from common communications equipment are certain items which benefit only one agency or participant, including listed business and emergency telephone lines, radios and other related communications equipment. It shall be the responsibility of CITY to receive calls for assistance and to transmit them to DISTRICT utilizing standard operating procedures.

b) Upon notification and acknowledgment by CITY, DISTRICT shall assume sole responsibility for the disposition of its resources and shall be responsible for any necessary reports.

c) DISTRICT shall be responsible for the disposition of its own business calls unless other contractual arrangements are made. CITY will, however, relay to DISTRICT any business calls received by the Regional Fire and Emergency Medical Dispatch Center.

d) DISTRICT shall provide CITY and maintain, at its own expense, accurate street location information, response level assignments (zones), and any other related fire and rescue information necessary for emergency call-taking and dispatching. This information and all subsequent information shall be the sole responsibility of DISTRICT. Required information necessary for this dispatching service shall be in a form specified by CITY.

2. PAYMENT FOR SERVICES:

a) DISTRICT will pay to CITY a fee of ten dollars (\$10.00) per emergency dispatch and five dollars (\$5.00) per non-emergency dispatch. "Emergency dispatch" is defined as a "Code 2" or "Code 3" dispatch. The total number of each type of dispatch for DISTRICT during the prior twelve-month period multiplied by the appropriate fee shall be the annual fee paid by DISTRICT to CITY. DISTRICT will be billed for one (1) call per incident, regardless of the number of DISTRICT'S apparatus dispatched. See Attachment A for explanation and examples of billing.

Payment of the yearly fee shall be made by DISTRICT to CITY in twelve (12) equal monthly installments, with the first payment due one month after the day CITY assumes responsibility under this Agreement. Each subsequent payment is due on the same day of the month, each month thereafter. DISTRICT will be considered delinquent in its payments if payment of an installment has not been made within thirty (30) days after the due date.

b) EXCEPTION

DURING THE FIRST YEAR of this contract, in case of insufficient dispatch history for the fee calculation, the following will apply: DISTRICT will pay to CITY \$10 for each emergency and \$5 for each non-emergency dispatch AT THE END of each month for the first eleven (11) months. Then, at the end of the twelfth (12th) month DISTRICT will, in effect, make a double payment: one for the prior month's calls together with a prospective payment for the coming month, calculated from the volume for the prior 12 months (See example, Attachment A). Thereafter, monthly payments are to be made according to 2. A), above.

c) A cost-of-living adjustment shall be made yearly, changing the amount charged DISTRICT in accordance with the SAN FRANCISCO-OAKLAND-SAN JOSE annual percent change in the ALL URBAN CONSUMERS section of the CONSUMERS PRICE INDEXES PACIFIC CITIES AND U.S. CITY AVERAGE published by the United

States Department of Labor, Bureau of Labor Statistics for the date nearest the date of the proposed increase.

3. TERM OF AGREEMENT AND TERMINATION PROCEDURES:

This Agreement shall remain in effect until terminated. This Agreement may be terminated by either party without cause upon the giving of one (1) year's notice. This Agreement may be terminated without complying with the one(1) year notice requirement for the sole cause of nonperformance by the other party. However, if CITY terminates this Agreement because of DISTRICT failure to pay as provided under this Agreement, such termination shall be effective upon giving three (3) months notice. DISTRICT agrees to compensate CITY for all fees and costs incurred during such three (3) month period.

4. CITY SERVICE TO OTHER AGENCIES:

It is understood that CITY is offering dispatch service countywide, and that this Agreement in no way is intended to prevent CITY from offering its service to other agencies or to limit the terms of CITY'S service to other agencies.

5. INDEPENDENT CONTRACTOR:

CITY shall serve as an independent contractor in performing the services provided for under this Agreement and shall be responsible for Workers' Compensation and other obligations consistent with that status. In no event shall CITY be responsible for any Workers' Compensation or other obligations of DISTRICT.

6. INDEMNIFICATION:

a) CITY shall not be liable to DISTRICT or any person or persons acting for or under it for any deaths or injuries received or claimed, unless any such liability arises by virtue of negligence or intentional acts by CITY, its officers, agents, or employees. DISTRICT shall indemnify and hold CITY, its officers, agents and employees harmless from and defend against any and all claims arising from the sole negligence of DISTRICT or DISTRICT's officers, or employees, in the performance of this Agreement.

b) CITY shall indemnify and hold DISTRICT, its officers, agents and employees harmless from and defend against any and all claims arising from the sole negligence of CITY or CITY's officers, or employees, in the performance of this Agreement.

7. INSURANCE

DISTRICT shall secure and maintain at its own expense during the life of this Agreement Workers' Compensation and other insurance coverages in the forms and amounts set forth in the attached Attachment B, which is incorporated herein by reference.

8. NOTICES

Any notice, tender, delivery, requests for payment or notice to be given hereunder by either party to the other may be effected by personal delivery, in writing, or by mail, and shall be deemed communicated as of the date of actual receipt. Mailed notices shall be addressed as set forth below, but each party may change its address by delivery of written notice in accordance with this paragraph:

TO CITY: City of Stockton
Fire Department
425 N. El Dorado Street
Stockton CA 95202-1997

TO DISTRICT: Lodi Fire Department
217 W Elm Street
Lodi, CA 95240

9. ATTORNEY'S FEES:

In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to recover reasonable attorney's fees and costs from the party who does not prevail as determined by a court of competent jurisdiction.

10. APPLICABLE LAW:

This Agreement shall be governed by the laws of the State of California.

11. SEVERABILITY:

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

12. CAPTIONS:

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any questions of interpretation or intent.

13. ENTIRE AGREEMENT:

This Agreement represents the entire and integrated agreement between CITY and DISTRICT and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by CITY and DISTRICT.

14. AUTHORITY:

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

15. EFFECTIVE DATE OF SERVICE:

The Dispatching Service that is the subject of this contract shall become effective on January 1, 2001.

IN WITNESS WHEREOF, this AGREEMENT has been executed by the respective parties hereto through their respective authorized officers the day and year first above written.

ATTEST:

City Clerk

CITY OF STOCKTON,
a Municipal Corporation

By _____
City Manager
"CITY"

APPROVED AS TO FORM:

RICHARD K. DENHALTER
CITY ATTORNEY

Deputy City Attorney

Lodi Fire Department, a Municipal
Corporation

By _____
Title _____

"DISTRICT"

APPROVED AS TO FORM:

By _____
DISTRICT COUNSEL

ATTACHMENT A

EMERGENCY DISPATCHING SERVICES AGREEMENT

"Dispatch" is defined as routing of one or more apparatus per agency, per incident, as illustrated in the following examples:

- 1) CITY dispatches 1 fire engine of DISTRICT to a grass fire. This is one emergency dispatch, and DISTRICT would be billed \$10 (ten dollars).
- 2) CITY dispatches 2 fire engines, 1 ladder truck and 1 battalion chief to a building fire. This is one emergency dispatch as all units are from one agency and are responding to a single incident, and DISTRICT would be billed \$10 (ten dollars).
- 3) A second alarm is sounded in 2), above. CITY dispatches 2 more engines and a battalion chief of DISTRICT. There is no additional fee, as this is still a single incident.
- 4) CITY dispatches 1 fire engine of Agency A, 1 fire engine of Agency B, and an ambulance from Agency C to a freeway auto accident. Agency A would be billed \$10, Agency B would be billed \$10, and Agency C also would be billed \$10.
- 5) CITY dispatches 1 fire engine from Agency A, Code 1 (non-emergency) for a welfare check on an elderly person who lives alone. Agency A arrives and requests an ambulance, Code 3. CITY dispatches an ambulance from Agency B. This is a single incident, and Agency A would be billed \$5 and Agency B would be billed \$10.
- 6) CITY dispatches 2 fire engines and a battalion chief of Agency A to a building fire. CITY also dispatches a ladder truck from Agency B, under an automatic aid agreement between Agency A and Agency B. An ambulance from Agency C is also dispatched per dispatch protocol. One engine from Agency A arrives, determines that it is a false alarm, and cancels all units enroute. Agency A would be billed \$10, Agency B would be billed \$10, and Agency C would be billed \$10.

Annual Dispatch Fee Calculation Example:

In a 12-month period (Feb 1 through Jan 31, 2000, for example) DISTRICT is dispatched on 100 Emergency (Code 2 and Code 3) responses and 50 Non-emergency responses.

1. Multiply 100 emergency calls times \$10 = \$1000.
2. Multiply 50 non-emergency calls times \$5 = \$250
3. Add \$1000 plus \$250 = \$1250. This is the total dispatch fee for the year beginning Feb 1, 2001.
4. Divide \$1250 by 12 = \$104.17. This is the Monthly Dispatch fee. It is payable on Feb 1, 2001, and on the first of each month for the following 12 months.
5. The run history for the year 2001 will be used as the basis for the fee for the year 2002, and so on.

ATTACHMENT B

INSURANCE REQUIREMENTS

EMERGENCY DISPATCHING SERVICES AGREEMENT

DISTRICT shall procure and maintain for the duration of the agreement, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the DISTRICT, its agents, representatives or employees.

Minimum Limits of Insurance

DISTRICT shall maintain insurance limits not less than:

1. General liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.

If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: As required by State law.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by CITY.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, and volunteers are to be covered as additional insured on general liability and automobile liability policies as respects: liability out of activities performed by or on behalf of DISTRICT; premises owned, occupied or used by DISTRICT; and automobiles owned, leased, hired or borrowed by DISTRICT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees or volunteers.
2. For any claims related to the project, DISTRICT's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees or volunteers shall be in excess of DISTRICT's insurance and shall not contribute with it.

3. Any failure to comply with the reporting or other provisions of the policies shall not affect coverage provided to CITY, its officers, officials, employees or volunteers.
4. DISTRICT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY.

Subcontractors

Before permitting any subcontractors to perform work under this Agreement, DISTRICT shall require subcontractors to furnish satisfactory proof that insurance has been issued and is maintained similar to that provided by DISTRICT as may be applied to each subcontractor's work.

Acceptability of Insurers

Insurance is to be placed with insurers that are admitted insurance carriers in the State of California, or must otherwise be approved by CITY.

Verification of Coverage

DISTRICT shall furnish CITY with original endorsements of effective coverage for policies on which CITY is included as an additional insured as required by this Exhibit, and shall furnish original certificates of insurance for all other required policies. The endorsements are to be signed by the person authorized by the insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by CITY before work commences.

Upon request, DISTRICT shall furnish CITY a certified copy of any or all policies of insurance covering the work required under this Agreement.